



**ENTERED**  
TAWANA C. MARSHALL, CLERK  
THE DATE OF ENTRY IS  
ON THE COURT'S DOCKET

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed February 24, 2009**

*Barbara J. House*  
**United States Bankruptcy Judge**

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**IN RE:** § **Case No. 08-36705-BJH-11**  
§  
**SUPERIOR AIR PARTS, INC.,** §  
§  
**Debtor.** §

**AGREED ORDER GRANTING ADEQUATE PROTECTION**

On May 13, 2008, the Court heard the Motion of AICCO, Inc., for Relief from the Stay and for Adequate Protection (the “Motion”), and having considered the pleadings, evidence, and arguments of counsel:

THIS COURT FINDS that notice was sufficient and proper, and no party-in-interest has objected to the relief requested in the Motion;

THIS COURT FINDS that the Debtor has reached an adequate-protection agreement with movant AICCO, Inc. (“AICCO”), the terms of which agreement are expressed in this order;

THIS COURT FURTHER FINDS that AICCO has a validly perfected security interest in the unearned premiums relating to the insurance policy or policies financed under the premium finance agreement as described in the Motion (the “Policies”);

THIS COURT FURTHER FINDS that the value of the Policies is decreasing by \$174.90 every day the Policies remain in effect;

THIS COURT FINDS that the Policies benefit the Debtor-in-Possession and the bankruptcy estate and should therefore remain in effect;

THIS COURT FURTHER FINDS that the filing, service, and prosecution of this Motion has given the Debtor notice of AICCO’s intent to cancel the Policies if and when the automatic stay terminates;

THIS COURT FURTHER FINDS that AICCO is entitled to adequate protection of its security interest in the Policies;

THIS COURT FURTHER FINDS that as of the date of the filing of the Motion, the Debtor had not made the payment to AICCO that was due on January 1, 2009, but the Debtor has subsequently paid that installment plus the associated late fee, the February installment and its account is now current;

THIS COURT FURTHER FINDS that the postpetition payments of the January 1 and February 1 installments were made in the ordinary course of the Debtor’s business and are thus authorized under 11 U.S.C. §§ 363, 1107, and 1108;

THIS COURT FURTHER FINDS that AICCO is entitled to adequate protection payments from the Debtor according to the following schedule:

\$5,971.10 to be paid on or before March 1, 2009;  
\$5,971.10 to be paid on or before April 1, 2009;  
\$5,971.10 to be paid on or before May 1, 2009;  
\$5,971.10 to be paid on or before June 1, 2009; and

\$5,971.10 to be paid on or before July 1, 2009.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that AICCO is entitled to adequate protection payments in the amounts scheduled above, and the Debtor shall make all such payments on or before the stated dates unless the Policies are cancelled as provided below at which time the Debtor's obligation to make adequate protection payments shall cease;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that should AICCO fail to receive any payment set forth above by the specified date, and such payment is not received by AICCO within seven days from the date AICCO provides written notice to the Debtor's counsel Stephen Roberts, Esq., by facsimile transmission to 512-499-3660 the automatic stay under 11 U.S.C. § 362 shall immediately terminate without further order of this court. Upon termination of the stay in accordance with the foregoing sentence, AICCO will be authorized to cancel the Policies immediately irrespective of any contractual or statutory notice periods that might otherwise apply, collect the unearned premiums thereon, and apply those unearned premiums against the debt owed to AICCO.

Agreed and Approved:

/s/ Robert P. Franke

Robert P. Franke  
STATE BAR NO. 07371200  
STRASBURGER & PRICE, L.L.P.  
901 Main Street, Suite 4400  
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214-651-4300 – Telephone  
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[robert.franke@strasburger.com](mailto:robert.franke@strasburger.com)

**ATTORNEYS FOR DEBTOR SUPERIOR AIR PARTS, INC.**

and

/s/ Warren H. Smith

Warren H. Smith  
STATE BAR NO. 18757050  
Mark W. Steirer  
STATE BAR NO. 19139600  
Warren H. Smith & Associates, P.C.  
325 N. St. Paul, Suite 1250  
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214-698-3868  
214-722-0081 (fax)  
[whsmith@whsmithlaw.com](mailto:whsmith@whsmithlaw.com)

**ATTORNEYS FOR AICCO, INC.**

### End Of Order ###

# CERTIFICATE OF NOTICE

District/off: 0539-3  
Case: 08-36705

User: jward  
Form ID: pdf012

Page 1 of 1  
Total Served: 1

Date Rcvd: Feb 25, 2009

The following entities were served by first class mail on Feb 27, 2009.  
atty +Warren H. Smith, Warren H. Smith & Associates, P.C., 325 N. St. Paul, Suite 1275,  
Dallas, TX 75201-3886

The following entities were served by electronic transmission.  
NONE.

TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*  
NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 27, 2009

Signature: Joseph Speetjens